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Tarrant County Texas

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Mary Louise Garvin

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RATIFICATION, AMENDMENT, REVIVOR & EXTENSION OF OIL & GAS LEASE

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF TARRANT §

WHEREAS, on **January 20th, 2008**, a No Surface Use Oil and Gas Lease was entered into by and between **Nha Dao and Yet Dao and Lieu Dao**, as Lessor(s), whose address is listed as 2804 Canongate Dr., Arlington, Texas 76015 and **Dale Property Services, LLC**, as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201; which is recorded in the Official Public Records of Tarrant County, Texas as **D208057166**; and,

WHEREAS, all of the rights, title and interest in said Lease were ultimately assigned to and acquired by Chesapeake Exploration, LLC, whose address is 6100 N Western Ave, Oklahoma City, Oklahoma 73118, and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 ("Lessee"); and,

WHEREAS, the Lessor(s), Chesapeake Exploration, L.L.C. and Total E&P USA, Inc., their successors and/or assigns, desires to amend said Oil and Gas Lease as set forth below; and,

The Lease states that the land covered thereby (the "leased premises") is described as follows:

0.540 acres of land, more or less, being Blk Lot 23R , Mask, W Addition , an addition to the City of Arlington, Tarrant County, Texas, being more particularly described by that certain Plat recorded in Volume A, Page 2382, Plat records of Tarrant County, Texas.

NOW THEREFORE, in consideration of the leased premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the Oil and Gas as follows:

The PROPERTY DESCRIPTION within the said Oil and Gas Lease as referenced above, filed in the Official Public Records of Tarrant County, Texas is deleted in its entirety and substituted with the following Property Description:

0.540 acres, more or less, situated in the William Mask Survey, A-1041, and being Lot 23R, of the William Mask Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the map or plat thereof recorded in Cabinet B, Slide 2624, Plat Records, Tarrant County Texas.

WHEREAS, Lessor and Lessee now desire to revive, ratify and amend the Lease and extend the primary term of the Lease by an additional eighteen (18) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to July 20, 2012 and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled there with, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

WHEREAS, this Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns, and may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon each party executing the same whether or not it is executed by all; and,

WHEREAS, the Lessor hereby grants and leases the Lease Premises to the Lessee on the terms and conditions set forth in the Lease, as amended hereby, and the Lessor hereby revives, adopts, ratifies and confirms the Lease, as amended hereby, and agrees that the Lease, as amended hereby is a valid and subsisting lease in full force and effect in accordance with its terms and provisions, as amended; and,


WHEREAS, terms defined in the Lease shall have the same meaning in this Amendment; and,


WHEREAS, it is further understood and agreed by all parties hereto that the provisions contained herein shall supersede any provision to the contrary in said Lease described herein, however in all other respects, said Lease and the prior provisions thereto, shall remain in full force and effect.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby revive, adopt, ratify, and confirm said lease, grant, demise and let the above described property unto Chesapeake, subject to and in accordance with all of the terms and provisions of said Lease as amended herein.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 20th day of January, 2011, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor(s) herein.

Lessor(s):

By:  DAO
Nha Dao

By:  DAO
Yet Dao

By:  DAO
Lieu Dao

Lessee(s):

CHESAPEAKE EXPLORATION, L.L.C.

By: _____
Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel

TOTAL E&P USA, INC., a Delaware corporation

By: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
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COUNTY OF TARRANT §

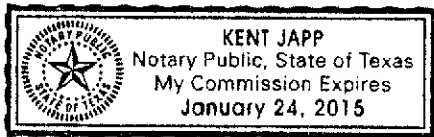
This foregoing instrument was acknowledged before me on the 25th day of February 2011, by Nha Dao.



Kent Japp
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This foregoing instrument was acknowledged before me on the 25th day of February 2011, by Yet Dao.



Kent Japp
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This foregoing instrument was acknowledged before me on the 25th day of February 2011, by Lieu Dao.



Kent Japp
Notary Public, State of Texas

ACKNOWLEDGMENTS

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2011, by **Henry J. Hood, Sr. Vice President – Land and Legal & General Counsel**, on behalf of **CHESAPEAKE EXPLORATION, L.L.C.**

Notary Public in and for The State of _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2011, by _____ of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public in and for The State of _____